

**ENTRY ONTO PRIVATE LAND  
AGREEMENT and WAIVER AND RELEASE OF LIABILITY**

In consideration for the right to enter upon the premises described as Brown County Auditor's Parcel Number 21-041540.0100, being 24.10 acres (more or less) in Lewis Township, Ohio (the "Premises"), I/we \_\_\_\_\_ (collectively, "Participant"), **hereby release and agree to protect, indemnify and hold harmless OHIO VALLEY ANTIQUE MACHINERY, INC.** and any of its respective insurers, board members, employees, agents, representatives, and successors in interest (together referred to as "Owner"), from liability for any injury, loss or damage resulting from any accident, incident, or occurrence arising out of, incidental to, or in any way resulting from Participant's – or any other person Participant invites onto the Premises, with or without the consent of Owner – use of the Premises and any improvements thereon, whether such injury, loss or damage is anticipated or unanticipated, or whether resulting from the negligence or gross negligence of Owner.

**Participant acknowledges that Owner makes no warranty, either express or implied, as to the condition of the Premises, or of any roads, buildings, gates or other improvements situated thereon.**

Participant, the undersigned, after due consideration of age, health, physical condition and ability, further understand and acknowledge that entering onto the Premises may involve dangers, risks and hazards, including but not limited to the following: venomous snakes, insects and spiders; blinds and tree stands, whether or not erected by Owner; bodies of water; erosion and the general condition of the land, both on and off roadways which may create dangerous driving and/or walking conditions; animals both on or off the Premises; and the use of vehicles and machinery and/or equipment on the Premises. By signing below, Participant expressly assumes all such dangers, risks and hazards of entering the Premises. Moreover, Participant warrants that they have no conditions that will or may increase the likelihood of injury to self, any other person Participant invites onto the Premises, or the Premises itself while engaging in an activity contemplated under this Agreement.

No person other than the undersigned or invitees of the undersigned may enter onto the Premises, for or on behalf of the undersigned, without the express written consent of Owner.

Participant authorizes Owner to obtain medical attention on their behalf in case of emergency, and Participant releases Owner for such medical attention.

By signing this Agreement and Waiver and Release, Participant hereby acknowledges that they have read, understood and voluntarily agreed to the foregoing. X\_\_\_\_\_

INITIALS OF ALL PARTICIPANTS

**IMPORTANT: THIS DOCUMENT IS A RELEASE OF LIABILITY AND AFFECTS YOUR LEGAL RIGHTS. YOU MAY WISH TO CONSULT AN ATTORNEY PRIOR TO SIGNING IT. DO NOT SIGN THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.**

**[SIGNATURES ON NEXT PAGE]**

**PARTICIPANT:**

Print Participant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Signature of Participant:**

\_\_\_\_\_ Date: \_\_\_\_\_

Print Participant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Signature of Participant:**

\_\_\_\_\_ Date: \_\_\_\_\_

**IF PARTICIPANT INCLUDES MINOR(S)**

Print Participant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Signature of Legal Guardian of Participant:**

\_\_\_\_\_ Date: \_\_\_\_\_

**OWNER:**

**OHIO VALLEY ANTIQUE MACHINERY, INC.**

By:

\_\_\_\_\_

Printed Name:

Its: